

United States Bankruptcy Court District of New Jersey						Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): <b>EMS Engineered Mechanical Systems, Inc.</b>				Name of Joint Debtor (Spouse) (Last, First, Middle):			
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):				All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):			
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): <b>52-2175743</b>				Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):			
Street Address of Debtor (No. & Street, City, State & Zip Code): <b>602 Ryan Avenue, Bldg T-3 Westville, NJ</b>				Street Address of Joint Debtor (No. & Street, City, State & Zip Code):			
ZIPCODE <b>08093</b>				ZIPCODE			
County of Residence or of the Principal Place of Business: <b>Gloucester</b>				County of Residence or of the Principal Place of Business:			
Mailing Address of Debtor (if different from street address): <b>PO Box 48 Westville, NJ</b>				Mailing Address of Joint Debtor (if different from street address):			
ZIPCODE <b>08093</b>				ZIPCODE			
Location of Principal Assets of Business Debtor (if different from street address above): <b>602 Ryan Avenue, Bldg T-3, Westville, NJ</b>				ZIPCODE <b>08093</b>			
<b>Type of Debtor</b> (Form of Organization) (Check <b>one</b> box.)  <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)  _____		<b>Nature of Business</b> (Check <b>one</b> box.)  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other  _____		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check <b>one</b> box.)  <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13  <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding  _____		<b>Nature of Debts</b> (Check <b>one</b> box.)  <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or house- hold purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.	
<b>Filing Fee</b> (Check one box)  <input checked="" type="checkbox"/> Full Filing Fee attached  <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.  <input type="checkbox"/> Filing Fee waiver requested (Applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.				<b>Chapter 11 Debtors</b>  <b>Check one box:</b>  <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).  <b>Check if:</b>  <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts owed to non-insiders or affiliates are less than \$2,343,300 ( <i>amount subject to adjustment on 4/01/13 and every three years thereafter</i> ). ----- <b>Check all applicable boxes:</b>  <input type="checkbox"/> A plan is being filed with this petition <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).			
<b>Statistical/Administrative Information</b>  <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.						THIS SPACE IS FOR COURT USE ONLY	
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000							
Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion							
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion							

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): <b>EMS Engineered Mechanical Systems, Inc.</b>	
<b>Prior Bankruptcy Case Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed: <b>None</b>	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>None</b>	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<div style="text-align: center;"><b>Exhibit A</b></div> (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<div style="text-align: center;"><b>Exhibit B</b></div> (To be completed if debtor is an individual whose debts are primarily consumer debts.)  I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by § 342(b) of the Bankruptcy Code.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <span style="font-size: 2em;">X</span> <div style="border-top: 1px solid black; width: 80%;"></div> <div style="border-top: 1px solid black; width: 15%; text-align: center;">Date</div> </div> <div style="font-size: 0.8em; margin-top: 2px;">                         Signature of Attorney for Debtor(s)                     </div>	
<b>Exhibit C</b>			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No			
<b>Exhibit D</b>			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached a made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord or lessor that obtained judgment)			
_____ (Address of landlord or lessor)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

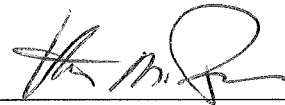
<b>Voluntary Petition</b> (This page must be completed and filed in every case)		Name of Debtor(s): <b>EMS Engineered Mechanical Systems, Inc.</b>	
<b>Signatures</b>			
<b>Signature(s) of Debtor(s) (Individual/Joint)</b> I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under Chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United State Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.  <b>X</b> _____ Signature of Debtor  <b>X</b> _____ Signature of Joint Debtor  _____ Telephone Number (If not represented by attorney)  _____ Date		<b>Signature of a Foreign Representative</b> I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only <b>one</b> box.)  <input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.  <input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.  <b>X</b> _____ Signature of Foreign Representative  _____ Printed Name of Foreign Representative  _____ Date	
<b>Signature of Attorney*</b>  <b>X</b> <u>/s/ Ira R. Deiches</u> Signature of Attorney for Debtor(s)  <b>Ira R. Deiches ID2461</b> <b>Deiches &amp; Ferschmann</b> <b>A Professional Corporation</b> <b>25 Wilkins Avnue</b> <b>Haddonfield, NJ 08033</b>  <b>ideiches@deicheslaw.com</b>   <b>August 3, 2011</b> Date *In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.		<b>Signature of Non-Attorney Petition Preparer</b> I declare under penalty of perjury that: 1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; 2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); 3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.  _____ Printed Name and title, if any, of Bankruptcy Petition Preparer  _____ Social Security Number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)  _____ Address  _____  <b>X</b> _____ Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose social security number is provided above.  _____ Date  Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:    If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. <i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110; 18 U.S.C. § 156.</i>	
<b>Signature of Debtor (Corporation/Partnership)</b> I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.  The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.  <b>X</b> <u>/s/ Vincent M. Fares</u> Signature of Authorized Individual  <b>Vincent M. Fares</b> Printed Name of Authorized Individual  <b>President</b> Title of Authorized Individual  <b>August 3, 2011</b> Date			

RESOLUTION

The undersigned, President of EMS Engineered Mechanical Solutions, Inc., a New Jersey Corporation, does hereby certify that the following is a true and correct copy of the resolution duly adopted at a meeting of the members of the company held on the 28th day of June, 2011.

**RESOLVED**, that the President of the company is hereby authorized to file a Petition under Chapter 7 of the United States Bankruptcy Code seeking relief, and in furtherance thereof, he is hereby authorized to retain for purposes of representation of the company in such bankruptcy case the law firm of Deiches & Ferschmann, A Professional Corporation, and is hereby authorized to execute on behalf of the company said Petition and any and all other papers necessary or incidental to the Chapter 7 case.

Dated: JULY 11TH, 2011

A handwritten signature in black ink, appearing to read 'Vincent M. Fares', is written over a horizontal line.

Vincent M. Fares

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**United States Bankruptcy Court**  
**District of New Jersey**

**IN RE:**

Case No. \_\_\_\_\_

**EMS Engineered Mechanical Systems, Inc.**Chapter **7**

Debtor(s)

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept ..... \$ **3,500.00**

Prior to the filing of this statement I have received ..... \$ **3,500.00**

Balance Due ..... \$ **0.00**

2. The source of the compensation paid to me was: ☒ Debtor ☐ Other (specify):
3. The source of compensation to be paid to me is: ☐ Debtor ☐ Other (specify):
4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.  
☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.
5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
  - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
  - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
  - d. ~~Representation of the debtor in adversary proceedings and other contested bankruptcy matters;~~
  - e. [Other provisions as needed]
6. By agreement with the debtor(s), the above disclosed fee does not include the following services:

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

**August 3, 2011**

Date

**/s/ Ira R. Deiches**

Ira R. Deiches ID2461  
 Deiches & Ferschmann  
 A Professional Corporation  
 25 Wilkins Avenue  
 Haddonfield, NJ 08033

ideiches@deicheslaw.com

**WARNING: Effective December 1, 2009, the 15-day deadline to file schedules and certain other documents under Bankruptcy Rule 1007(c) is shortened to 14 days. For further information, see note at bottom of page 2**

## **UNITED STATES BANKRUPTCY COURT**

### **NOTICE TO CONSUMER DEBTOR(S) UNDER §342(b) OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a joint case (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

#### **1. Services Available from Credit Counseling Agencies**

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days before the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

#### **2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors**

##### **Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total fee \$299)**

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your

discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

**Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)**

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

**Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)**

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

**Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)**

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

**3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials**

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

**WARNING:** Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at [http://www.uscourts.gov/bkforms/bankruptcy\\_forms.html#procedure](http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure).

**Many filing deadlines change on December 1, 2009. Of special note, 12 rules that set 15 days to act are amended to require action within 14 days, including Rule 1007(c), filing the initial case papers; Rule 3015(b), filing a chapter 13 plan; Rule 8009(a), filing appellate briefs; and Rules 1019, 1020, 2015, 2015.1, 2016, 4001, 4002, 6004, and 6007.**

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United States Bankruptcy Court  
District of New Jersey

IN RE:

Case No. \_\_\_\_\_

**EMS Engineered Mechanical Systems, Inc.**

Chapter **7**

Debtor(s)

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)  
UNDER § 342(b) OF THE BANKRUPTCY CODE**

**Certificate of [Non-Attorney] Bankruptcy Petition Preparer**

I, the [non-attorney] bankruptcy petition preparer signing the debtor's petition, hereby certify that I delivered to the debtor the attached notice, as required by § 342(b) of the Bankruptcy Code.

Printed Name and title, if any, of Bankruptcy Petition Preparer  
Address:

Social Security number (If the bankruptcy  
petition preparer is not an individual, state  
the Social Security number of the officer,  
principal, responsible person, or partner of  
the bankruptcy petition preparer.)  
(Required by 11 U.S.C. § 110.)

**X** \_\_\_\_\_  
Signature of Bankruptcy Petition Preparer of officer, principal, responsible person, or  
partner whose Social Security number is provided above.

**Certificate of the Debtor**

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

**EMS Engineered Mechanical Systems, Inc.**

**X** /s/

**8/03/2011**

Printed Name(s) of Debtor(s)

Signature of Debtor

Date

Case No. (if known) \_\_\_\_\_

**X** \_\_\_\_\_

Signature of Joint Debtor (if any)

Date

**Instructions:** Attach a copy of Form B 201A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has  
**NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's  
attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on  
page 3 of Form B1 also include this certification.



IN RE: Case No. \_\_\_\_\_  
EMS Engineered Mechanical Systems, Inc. Chapter 7 \_\_\_\_\_  
Debtor(s)

LIST OF EQUITY SECURITY HOLDERS

Registered name and last known address of security holder	Shares (or Percentage)	Security Class (or kind of interest)
Vincent M. Fares 3704 Aberdeen Lane Blackwood, NJ 08012	100	Common Stockholder

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United States Bankruptcy Court  
District of New Jersey

IN RE:

Case No. \_\_\_\_\_

EMS Engineered Mechanical Systems, Inc.

Chapter 7

Debtor(s)

## SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NUMBER OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 0.00		
B - Personal Property	Yes	14	\$ 34,698.60		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		\$ 307,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		\$ 291,481.19	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No				\$
J - Current Expenditures of Individual Debtor(s)	No				\$
TOTAL		22	\$ 34,698.60	\$ 598,481.19	

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
None				
TOTAL			0.00	

(Report also on Summary of Schedules)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	X			
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		balance on deposit in checking account at 1st Colonial National Bank		414.84
		balance on deposit in checking account at Nova Bank as of 6/30/2011(overdrawn per statement)		0.00
		balance on deposit in checking account at Wells Fargo Bank as of 7/27/2011		17.11
		balance on deposit in savings account at Nova Bank as of 6/30/2011		6.62
		balance on deposit in savings account at Wells Fargo Bank as of 6/30/2011		25.01
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, include audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interest in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issue.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			

IN RE **EMS Engineered Mechanical Systems, Inc.**

Case No. \_\_\_\_\_

Debtor(s)

(If known)

**SCHEDULE B - PERSONAL PROPERTY**  
**(Continuation Sheet)**

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	<b>X</b>			
14. Interests in partnerships or joint ventures. Itemize.	<b>X</b>			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	<b>X</b>			
16. Accounts receivable.		<b>miscellaneous accounts due-per attached list (uncollectible)</b>		<b>28,674.57</b>
17. Alimony, maintenance, support, and property settlements in which the debtor is or may be entitled. Give particulars.	<b>X</b>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	<b>X</b>			
19. Equitable or future interest, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	<b>X</b>			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	<b>X</b>			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	<b>X</b>			
22. Patents, copyrights, and other intellectual property. Give particulars.	<b>X</b>			
23. Licenses, franchises, and other general intangibles. Give particulars.	<b>X</b>			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	<b>X</b>			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	<b>X</b>			
26. Boats, motors, and accessories.	<b>X</b>			
27. Aircraft and accessories.	<b>X</b>			
28. Office equipment, furnishings, and supplies.	<b>X</b>			
29. Machinery, fixtures, equipment, and supplies used in business.	<b>X</b>			
30. Inventory.		<b>miscellaneous iftems in inventory as of July 27, 2011 per attached list</b>		<b>5,560.45</b>

IN RE EMS Engineered Mechanical Systems, Inc.

Case No. \_\_\_\_\_

Debtor(s)

(If known)

**SCHEDULE B - PERSONAL PROPERTY**  
**(Continuation Sheet)**

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
31. Animals.	<b>X</b>			
32. Crops - growing or harvested. Give particulars.	<b>X</b>			
33. Farming equipment and implements.	<b>X</b>			
34. Farm supplies, chemicals, and feed.	<b>X</b>			
35. Other personal property of any kind not already listed. Itemize.	<b>X</b>			
<b>TOTAL</b>				<b>34,698.60</b>

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**Inventory Valuation Summary**

As of July 27, 2011

	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
Inventory								
425014	# 4250 14" RADIAL...	0	5.27	0.00	0%	9.25	0.00	0%
FANS		0	347.23	0.00	0%	0.00	0.00	0%
S BRICKVENTS								
FL168	SUNVENT #FL168 ...	0	38.00	0.00	0%	60.00	0.00	0%
S BRICKVENTS - Other		0	0.00	0.00	0%	0.00	0.00	0%
Total S BRICKVENTS		0		0.00	0.00%		0.00	0.00%
S ELEC. HT.								
#F3FUH07COT3	REDDI-INC. #F3FU...	0	394.20	0.00	0%	565.00	0.00	0%
2574W	QMARK #2574W 4...	0	30.72	0.00	0%	43.95	0.00	0%
41RCH3A1	REDDI-INC. #41RC...	0	445.17	0.00	0%	735.00	0.00	0%
71RCH2T2S	REDDI-INC. #71RC...	0	508.82	0.00	0%	670.20	0.00	0%
71RCH3T2S	REDDI #71RCH3T2...	0	514.14	0.00	0%	677.20	0.00	0%
71RCH5	REDDI-INC. #71RC...	0	390.70	0.00	0%	689.70	0.00	0%
A5105	REDD-I INC. #A501...	0	29.26	0.00	0%	41.00	0.00	0%
AFA107D	REDD-I INC. #AFA...	0	194.25	0.00	0%	303.00	0.00	0%
AFA720D	REDD-I INC. #AFA...	0	194.25	0.00	0%	309.00	0.00	0%
AFA730D	REDDI INC. #AFA7...	0	203.40	0.00	0%	291.00	0.00	0%
AFAEX33	REDDI INC. #AFAE...	0	26.60	0.00	0%	38.05	0.00	0%
CB9250-ITS-IDS	REDDI INC. #CB92...	0	240.92	0.00	0%	344.55	0.00	0%
CWH3408	QMARK #CWH340...	0	204.25	0.00	0%	292.10	0.00	0%
DA1A03-24	REDDI-INC. #DA1A...	0	15.18	0.00	0%	27.17	0.00	0%
DA7D15-072W	REDDI INC. #DA7D...	0	39.14	0.00	0%	55.97	0.00	0%
DBC6-ITS-IDS	REDDI INC. #DBC6...	0	338.20	0.00	0%	483.65	0.00	0%
DCS202	REDDI-INC. UNIT ...	0	44.64	0.00	0%	64.00	0.00	0%
DCS303	REDDI-INC. UNIT ...	0	79.92	0.00	0%	115.00	0.00	0%
DCS403	REDD-I INC. #DCS...	0	93.86	0.00	0%	132.00	0.00	0%
DS1	REDDI-INC. #DS-1 ...	0	25.92	0.00	0%	38.00	0.00	0%
DSWSWC	QMARK #DSWSW...	0	23.42	0.00	0%	33.50	0.00	0%
E2910048S	REDDI-INC. #E291...	0	28.80	0.00	0%	42.00	0.00	0%
F2915072C	REDDI INC. #F291...	0	99.56	0.00	0%	142.38	0.00	0%
G2905028C	REDDI INC. #G290...	0	52.44	0.00	0%	74.98	0.00	0%
P3P5103CA1N	REDD-I INC. #P3P...	0	278.92	0.00	0%	391.00	0.00	0%
PT3480	REDDI-INC. #PT34...	0	32.01	0.00	0%	46.40	0.00	0%
T46D08	REDDI INC. #T46D...	0	1,046.64	0.00	0%	1,360.00	0.00	0%
T5100	REDD-I INC. #T510...	0	37.62	0.00	0%	53.00	0.00	0%
TA1AW	QMARK #TA1AW I...	0	13.86	0.00	0%	19.85	0.00	0%
TBD	REDDI-INC. #TBD ...	0	10.89	0.00	0%	18.00	0.00	0%
TBS	REDDI-INC. #TBS I...	0	12.24	0.00	0%	18.00	0.00	0%
TF33	REDDI INC. #TF33 ...	0	49.40	0.00	0%	70.65	0.00	0%
TF46	REDDI INC. #TF46 ...	0	55.10	0.00	0%	78.80	0.00	0%
UHB1-2	REDDI-INC. #UHB1...	0	29.88	0.00	0%	43.00	0.00	0%
S ELEC. HT. - Other		0	0.00	0.00	0%	0.00	0.00	0%
Total S ELEC. HT.		0		0.00	0.00%		0.00	0.00%

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**Inventory Valuation Summary**

As of July 27, 2011

	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
<b>SAD'S</b>								
0800126	NAILOR #0800 12 ...	0	8.74	0.00	0%	18.90	0.00	0%
08001810	NAILOR #0800 18 ...	0	16.38	0.00	0%	28.40	0.00	0%
08002517	NAILOR #0800 25 ...	0	30.27	0.00	0%	52.45	0.00	0%
080085	NAILOR #0800 8 X ...	0	8.74	0.00	0%	15.15	0.00	0%
08SH1010	#08SH 10 X 10 AC...	0	6.76	0.00	0%	11.88	0.00	0%
08SH1212	#08SH 12 X 12 AC...	0	7.59	0.00	0%	13.32	0.00	0%
08SH1414	#08SH 14 X 14 AC...	0	8.94	0.00	0%	15.57	0.00	0%
08SH1812	#08SH 18 X 12 AC...	0	10.26	0.00	0%	17.55	0.00	0%
08SH66	#08SH 6 X 6 ACCE...	0	5.78	0.00	0%	9.54	0.00	0%
08SH88	#08SH 8 X 8 ACCE...	0	6.80	0.00	0%	10.96	0.00	0%
SAD'S - Other		0	0.00	0.00	0%	0.00	0.00	0%
Total SAD'S		0		0.00	0.00%		0.00	0.00%
<b>SCURBS</b>								
ALUMI-FLASH	RPS MFG. ALUMI...	0	22.50	0.00	0%	24.50	0.00	0%
C121212	#C 12 X 12 X 12 R...	0	33.13	0.00	0%	48.70	0.00	0%
C141412	#C 14.5 X 14.5 X 1...	0	51.25	0.00	0%	83.00	0.00	0%
C151512	#C 15.5 X 15.5 X 1...	0	36.56	0.00	0%	60.80	0.00	0%
C161612	#C 16.5 X 16.5 X 1...	0	50.96	0.00	0%	71.71	0.00	0%
C171712	#C 17.5 X 17.5 X 1...	0	41.15	0.00	0%	60.45	0.00	0%
C181812	#C 18.5 X 18.5 X 1...	0	43.83	0.00	0%	68.80	0.00	0%
C191912	#C 19.5 X 19.5 X 1...	0	56.45	0.00	0%	95.00	0.00	0%
C222212	#C 22.5 X 22.5 X 1...	0	42.70	0.00	0%	94.00	0.00	0%
C242412	#C 24.5" X 24.5" X ...	0	51.71	0.00	0%	101.00	0.00	0%
C262612	#C 26.5 X 26.5 X 1...	0	53.11	0.00	0%	110.00	0.00	0%
C323212	#C 32.5 X 32.5 X 1...	0	59.82	0.00	0%	95.71	0.00	0%
ES3612	PATE #ES-1 12" HI...	0	108.13	0.00	0%	165.00	0.00	0%
N18	RPS MFG. #N18 PI...	0	38.00	0.00	0%	66.50	0.00	0%
N21	RPS MFG. #N21 PI...	0	44.00	0.00	0%	73.30	0.00	0%
N28	RPS MFG. #N28 PI...	0	38.00	0.00	0%	66.50	0.00	0%
N62	RPS MFG. #N62 PI...	0	38.00	0.00	0%	66.50	0.00	0%
SCURBS - Other		0	550.00	0.00	0%	0.00	0.00	0%
Total SCURBS		0		0.00	0.00%		0.00	0.00%
<b>SDAMPERS</b>								
#07161212	#0716 12 X 12 RAD...	0	13.03	0.00	0%	22.60	0.00	0%
#0716128	#0716 12 X 8 RAD...	2	13.12	26.24	0.5%	23.00	46.00	0.5%
#0716148	#0716 14 X 8 RAD...	1	15.17	15.17	0.3%	26.55	26.55	0.3%
#0716168	#0716 16 X 8 RAD...	1	15.17	15.17	0.3%	26.55	26.55	0.3%
#0716188	#0716 18 X 8 RAD...	1	15.99	15.99	0.3%	27.98	27.98	0.3%
#07162412	#0716 24 X 12 RAD...	0	16.81	0.00	0%	29.15	0.00	0%
#07162424	#0716 24 X 24 RAD...	0	22.64	0.00	0%	39.25	0.00	0%
#072206	#0722 6" DIA. RAD...	0	8.92	0.00	0%	15.50	0.00	0%
#07251212	#0725 12 X 12 RAD...	0	4.46	0.00	0%	7.75	0.00	0%
#07252424	#0725 24 X 24 RAD...	0	7.55	0.00	0%	13.10	0.00	0%
0110V1818	NAILOR IND. #011...	0	20.09	0.00	0%	36.00	0.00	0%



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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**Inventory Valuation Summary**

As of July 27, 2011

	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
0120H108	NAILOR IND. #012...	0	12.93	0.00	0%	25.00	0.00	0%
0120H66	NAILOR IND. #012...	0	9.12	0.00	0%	14.00	0.00	0%
0120H86	NAILOR IND. #012...	0	9.70	0.00	0%	15.00	0.00	0%
0130V04	NAILOR IND. #013...	0	14.60	0.00	0%	22.00	0.00	0%
0130V06	NAILOR #0130V 6" ...	0	10.94	0.00	0%	18.95	0.00	0%
0130V08	NAILOR #0130V 8" ...	0	12.31	0.00	0%	21.35	0.00	0%
0130V10	NAILOR #0130V 1...	0	15.39	0.00	0%	27.25	0.00	0%
0130V12	NAILOR #0130V 12...	0	19.15	0.00	0%	29.15	0.00	0%
07160909	NAILOR #0716 9 X ...	0	8.53	0.00	0%	22.00	0.00	0%
07161818	NAILOR #0716 18 ...	0	18.55	0.00	0%	32.15	0.00	0%
07162222	NAILOR #0716 22 ...	0	24.49	0.00	0%	42.45	0.00	0%
12214016	NAILOR IND. #122...	2	492.06	984.12	17.7%	740.00	1,480.00	16.3%
122308	NAILOR IND. #122...	0	305.31	0.00	0%	460.00	0.00	0%
189010	NAILOR IND. #189...	1	19.68	19.68	0.4%	35.00	35.00	0.4%
75AH126	LLOYD IND. #75AH...	0	9.12	0.00	0%	15.96	0.00	0%
75AH66	LLOYD IND. #75AH...	0	7.68	0.00	0%	13.44	0.00	0%
75AV2616	LLOYD IND. #75AV...	1	16.80	16.80	0.3%	29.40	29.40	0.3%
75BH67.25	LLOYD IND. #75BH...	12	10.20	122.40	2.2%	17.85	214.20	2.4%
75BH87.25	LLOYD IND. #75BH...	4	10.80	43.20	0.8%	18.90	75.60	0.8%
75CRV4	LLOYD IND. #75CR...	0	16.00	0.00	0%	28.00	0.00	0%
AC202220	LLOYD IND. #AC20...	2	57.55	115.10	2.1%	100.00	200.00	2.2%
AC40-08	LLOYD IND. #AC40...	0	142.00	0.00	0%	235.00	0.00	0%
AC4008	LLOYD IND. #AC40...	1	133.35	133.35	2.4%	233.40	233.40	2.6%
CAT-503	UNITED ENERTEC...	0	2.92	0.00	0%	4.90	0.00	0%
CAT-505	UNITED ENERTEC...	0	4.86	0.00	0%	8.15	0.00	0%
CAT-508	UNITED ENERTEC...	0	8.10	0.00	0%	12.95	0.00	0%
CD41128	LLOYD IND. #CD41...	1	135.30	135.30	2.4%	236.80	236.80	2.6%
I-306	UNITED ENERTEC...	0	50.99	0.00	0%	70.00	0.00	0%
I-308	UNITED ENERTEC...	0	50.31	0.00	0%	72.00	0.00	0%
I-310	UNITED ENERTEC...	0	52.39	0.00	0%	72.60	0.00	0%
I-312	UNITED ENERTEC...	0	53.75	0.00	0%	76.90	0.00	0%
I-314	UNITED ENERTEC...	0	61.92	0.00	0%	88.60	0.00	0%
J150	UNITED ENERTEC...	0	1.29	0.00	0%	2.20	0.00	0%
J50	UNITED ENERTEC...	0	8.73	0.00	0%	15.10	0.00	0%
MS4120A1001	HONEYWELL #MS...	0	208.00	0.00	0%	311.00	0.00	0%
REMOTE	UNITED ENERTEC...	0	28.81	0.00	0%	41.25	0.00	0%
SDAMPERS - Other		0	270.59	0.00	0%	0.00	0.00	0%
Total SDAMPERS		29		1,642.52	29.50%		2,631.48	29.00%

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**Inventory Valuation Summary**

As of July 27, 2011

	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
SFANS								
57	#57V SPEED CON...	0	18.98	0.00	0%	30.25	0.00	0%
611CM	#611CM CURB MO...	0	36.52	0.00	0%	50.00	0.00	0%
612CM	#612CM CURB MO...	0	56.50	0.00	0%	72.80	0.00	0%
613	#613 12" RD. WAL...	0	36.73	0.00	0%	43.90	0.00	0%
634	#634 SLOPED RO...	0	20.17	0.00	0%	28.00	0.00	0%
641	#641 6" RD. WALL ...	0	26.60	0.00	0%	42.30	0.00	0%
643	#643 8" RD. WALL...	0	32.12	0.00	0%	45.24	0.00	0%
684	#684 80 CFM CEILI...	0	35.25	0.00	0%	61.00	0.00	0%
72	#72 SPEED CONT...	0	25.35	0.00	0%	37.20	0.00	0%
961L	#961L IN-LINE ADA...	0	11.43	0.00	0%	15.68	0.00	0%
981L	#981L IN-LINE ADA...	0	12.24	0.00	0%	17.68	0.00	0%
982L	#982L IN-LINE ADA...	0	15.54	0.00	0%	20.55	0.00	0%
983L	#983L IN-LINE ADA...	0	16.74	0.00	0%	25.88	0.00	0%
AR11	#AR 11 X 11 BACK...	0	24.00	0.00	0%	36.00	0.00	0%
AR16	#AR 16 X 16 BACK...	0	26.88	0.00	0%	40.00	0.00	0%
AR18	#AR 18 X 18 BACK...	0	27.36	0.00	0%	40.50	0.00	0%
AS50	AIR KING #AS50 5...	0	10.95	0.00	0%	28.00	0.00	0%
BCRD140C	TWIN CITY #BCRD...	0	304.00	0.00	0%	456.00	0.00	0%
BCRD160C	TWIN CITY #BCRD...	0	377.00	0.00	0%	566.00	0.00	0%
CRDD080A	TWIN CITY #CRDD...	0	136.00	0.00	0%	205.00	0.00	0%
CRDD090A	TWIN CITY #CRDD...	0	139.00	0.00	0%	210.00	0.00	0%
CRDD100A	TWIN CITY #CRDD...	0	235.00	0.00	0%	353.00	0.00	0%
DMP10	#DMP10G000 10 X ...	0	15.00	0.00	0%	22.50	0.00	0%
DMP14	#DMP14G000 14 X...	0	21.00	0.00	0%	31.50	0.00	0%
DMP18	#DMP18G000 18 ...	0	25.00	0.00	0%	37.50	0.00	0%
DMP20	#DMP20G000 20 X ...	0	25.00	0.00	0%	37.50	0.00	0%
GC140	COOK CEILING EX...	0	60.00	0.00	0%	90.95	0.00	0%
L100	#L100 109 CFM CE...	0	73.22	0.00	0%	109.00	0.00	0%
L150	#L150 157 CFM CE...	0	78.71	0.00	0%	116.00	0.00	0%
L1500	#L1500 1513 CFM...	0	322.91	0.00	0%	491.00	0.00	0%
L200	#L200 210 CFM CE...	0	96.73	0.00	0%	141.00	0.00	0%
L250	#L250 259 CFM CE...	0	93.49	0.00	0%	135.00	0.00	0%
L300	#L300 308 CFM CE...	0	94.45	0.00	0%	141.00	0.00	0%
L400	#L400 434 CFM C...	0	145.68	0.00	0%	219.00	0.00	0%
L500	#L500 514 CFM C...	0	166.90	0.00	0%	247.00	0.00	0%
L700	#L700 701 CFM C...	0	191.10	0.00	0%	273.00	0.00	0%
L900	#L900 901 CFM C...	0	212.78	0.00	0%	310.76	0.00	0%
PRN100	ACME ENG. #PRN...	0	115.17	0.00	0%	275.00	0.00	0%
PRN110	#PRN110 ROOF M...	0	190.50	0.00	0%	282.00	0.00	0%
PRN118	#PRN118E ROOF ...	0	237.65	0.00	0%	351.00	0.00	0%
PV085E3	#PV085-E3 ROOF ...	0	258.41	0.00	0%	388.00	0.00	0%
PV085E5	#PV085-E5 ROOF ...	0	381.55	0.00	0%	573.00	0.00	0%
PV120	#PV120-E4 ROOF ...	0	274.74	0.00	0%	413.00	0.00	0%
PV135F	#PV135F ROOF M...	0	279.36	0.00	0%	420.00	0.00	0%
V104	BROAN #V104 VIB...	0	9.54	0.00	0%	14.50	0.00	0%

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.****Inventory Valuation Summary**

As of July 27, 2011

	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
VDH100	#VDH100 VIBRATI...	0	21.41	0.00	0%	24.65	0.00	0%
SFANS - Other		0	0.00	0.00	0%	0.00	0.00	0%
Total SFANS		0		0.00	0.00%		0.00	0.00%
SHEPA DIFFUSERS	ENVIRCO #11111-...	0	399.00	0.00	0%	671.00	0.00	0%
SLOUVERS								
1604SR1414	NAILOR IND. #160...	0	71.13	0.00	0%	125.00	0.00	0%
1604SR2020	NAILOR IND. #160...	0	92.79	0.00	0%	163.00	0.00	0%
1606DD2418	NAILOR #1606DD ...	0	84.86	0.00	0%	130.00	0.00	0%
1606DD2424	NAILOR #1606DD ...	0	92.82	0.00	0%	140.00	0.00	0%
1606DD3616	NAILOR #1606DD ...	0	89.50	0.00	0%	135.00	0.00	0%
FL-D-2	UNITED ENERTEC...	0	64.16	0.00	0%	115.00	0.00	0%
SLOUVERS - Other		0	0.00	0.00	0%	0.00	0.00	0%
Total SLOUVERS		0		0.00	0.00%		0.00	0.00%
SMACHINERY								
GALVOFF	GALVOFF CLEAN...	0	6.67	0.00	0%	10.00	0.00	0%
SMACHINERY - Other		0	0.00	0.00	0%	0.00	0.00	0%
Total SMACHINERY		0		0.00	0.00%		0.00	0.00%
SMOKE DETECTORS								
MSRA/R	AIR PRODUCTS #...	0	13.24	0.00	0%	28.35	0.00	0%
SM501N	AIR PRODUCTS #...	0	74.00	0.00	0%	118.40	0.00	0%
STS10	AIR PRODUCTS #...	0	5.50	0.00	0%	14.40	0.00	0%
STS2.5	AIR PRODUCTS #...	0	5.26	0.00	0%	8.00	0.00	0%
STS5	AIR PRODUCTS #...	0	8.85	0.00	0%	11.20	0.00	0%
SMOKE DETECTORS - Other		0	0.00	0.00	0%	0.00	0.00	0%
Total SMOKE DETECTORS		0		0.00	0.00%		0.00	0.00%
STOCK GRD'S								
#SR 222208	NAILOR IND. #SR ...	0	15.56	0.00	0%	27.23	0.00	0%
#SR121210	#SR 12 X 12-10 AD...	0	7.27	0.00	0%	14.60	0.00	0%
#SR121212	NAILOR IND. #SR ...	0	6.81	0.00	0%	12.63	0.00	0%
#SR222206	NAILOR IND. #SR ...	0	15.60	0.00	0%	27.30	0.00	0%
#SR222210	NAILOR IND. #SR ...	0	15.60	0.00	0%	27.30	0.00	0%
#SR666	#SR 6 X 6-6 ADAP...	0	5.04	0.00	0%	8.61	0.00	0%
#SR996	#SR 9 X 9-6 ADAP...	0	6.17	0.00	0%	11.14	0.00	0%
#SR998	#SR 9 X 9-8 ADAP...	0	6.24	0.00	0%	12.50	0.00	0%
425006	#4250 RADIAL DA...	0	3.45	0.00	0%	4.75	0.00	0%
425008	#4250 RADIAL DA...	0	4.83	0.00	0%	5.40	0.00	0%
425010	#4250 RADIAL DA...	0	4.94	0.00	0%	5.75	0.00	0%
425012	#4250 RADIAL DA...	0	3.91	0.00	0%	7.50	0.00	0%
427505	NAILOR IND. #427...	0	8.60	0.00	0%	15.05	0.00	0%
427508	NAILOR IND. #427...	0	7.80	0.00	0%	13.65	0.00	0%
427514	#4275 14" RADIAL ...	0	12.69	0.00	0%	21.75	0.00	0%
427516	#4275 16" RADIAL ...	0	22.75	0.00	0%	39.45	0.00	0%
429506	#4295 QUADRANT ...	0	1.04	0.00	0%	1.81	0.00	0%

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**Inventory Valuation Summary**

As of July 27, 2011

	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
429508	#4295 QUADRANT ...	0	1.08	0.00	0%	1.87	0.00	0%
429510	#4295 QUADRANT ...	0	1.34	0.00	0%	2.30	0.00	0%
429512	#4295 QUADRANT ...	0	1.48	0.00	0%	2.75	0.00	0%
429514	#4295 QUADRANT ...	0	1.43	0.00	0%	2.55	0.00	0%
43021212	#4302 12 X 12 PER...	0	2.00	0.00	0%	5.25	0.00	0%
43022412	#4302 PERF. PAN...	0	2.96	0.00	0%	6.30	0.00	0%
43022424	#4302 PERF. PAN...	0	7.44	0.00	0%	12.66	0.00	0%
432006	#4320 PERF. DIFF...	0	14.10	0.00	0%	23.65	0.00	0%
432008	#4320 PERF. DIFF...	0	14.10	0.00	0%	23.65	0.00	0%
432010	#4320 PERF. DIFF...	0	14.10	0.00	0%	23.65	0.00	0%
432012	#4320 PERF. DIFF...	0	14.10	0.00	0%	23.95	0.00	0%
432014	#4320 PERF. DIFF...	0	14.10	0.00	0%	24.55	0.00	0%
436010	#4360 10 " PERF. ....	0	15.84	0.00	0%	27.80	0.00	0%
43601010	NAILOR IND. #436...	0	14.10	0.00	0%	24.65	0.00	0%
43601212	NAILOR IND. #436...	0	14.10	0.00	0%	24.65	0.00	0%
436014	#4360 PERF. RET...	0	14.09	0.00	0%	24.65	0.00	0%
43601414	NAILOR IND. #436...	0	14.10	0.00	0%	24.65	0.00	0%
436016	#4360 PERF. RET...	0	15.48	0.00	0%	25.66	0.00	0%
43601616	NAILOR IND. #436...	0	15.51	0.00	0%	25.65	0.00	0%
436018	#4360 PERF. RET...	0	15.51	0.00	0%	25.85	0.00	0%
43602222	#4360 22 X 22 NEC...	0	11.75	0.00	0%	19.85	0.00	0%
436088	NAILOR IND. #436...	0	14.10	0.00	0%	24.65	0.00	0%
467506	#4675 BUTTERFLY...	0	1.83	0.00	0%	4.75	0.00	0%
467508	#4675 BUTTERFLY...	0	6.32	0.00	0%	6.60	0.00	0%
467510	#4675 BUTTERFLY...	0	2.80	0.00	0%	7.30	0.00	0%
467512	#4675 BUTTERFLY...	0	3.39	0.00	0%	8.80	0.00	0%
467514	#4675 BUTTERFLY...	0	4.59	0.00	0%	9.50	0.00	0%
49-481353	NAILOR IND. #49-4...	12	34.31	411.72	7.4%	60.04	720.48	7.9%
5010482	NAILOR IND. #501...	0	41.72	0.00	0%	69.00	0.00	0%
5010R1202	NAILOR IND. #501...	1	60.94	60.94	1.1%	101.00	101.00	1.1%
5010R722	NAILOR IND. #501...	8	35.99	287.92	5.2%	60.00	480.00	5.3%
5145H0604	NAILOR #5145H 6 ...	0	5.24	0.00	0%	9.10	0.00	0%
5145H1010	NAILOR IND. #514...	0	8.64	0.00	0%	15.15	0.00	0%
5145H124	NAILOR IND. #514...	0	7.33	0.00	0%	13.00	0.00	0%
51DH-O0808	NAILOR #51DH-O ...	0	12.38	0.00	0%	21.45	0.00	0%
51DH-O1010	NAILOR #51DH-O ...	0	14.76	0.00	0%	25.60	0.00	0%
51DH-O1212	NAILOR #51DH-O ...	0	18.09	0.00	0%	31.35	0.00	0%
51EC88	NAILOR IND. #51E...	1	5.94	5.94	0.1%	10.40	10.40	0.1%
51FH1812	NAILOR #51FH 18 ...	0	12.85	0.00	0%	22.30	0.00	0%
5310I4206C	5310I PLENUM TY...	0	19.23	0.00	0%	33.65	0.00	0%
57104210	NAILOR #5710 4FT...	0	27.12	0.00	0%	48.00	0.00	0%
5710I4210	NAILOR #5710I 48"...	0	40.76	0.00	0%	61.00	0.00	0%
5775I4210	#5775I 4' X 2 SLOT...	0	29.55	0.00	0%	55.45	0.00	0%
5775I4212	#5775I 4' X 2 SLOT...	0	30.18	0.00	0%	55.45	0.00	0%
5775I428	#5775I 4' X 2 SLOT...	0	30.10	0.00	0%	57.45	0.00	0%
5775I4310	NAILOR IND. #577...	0	42.64	0.00	0%	74.62	0.00	0%
6145H-O1010	#6145H-O RETUR...	0	9.39	0.00	0%	15.72	0.00	0%

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**Inventory Valuation Summary**

As of July 27, 2011

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	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
6145H-O1212	#6145H-O RETUR...	0	11.34	0.00	0%	19.65	0.00	0%
6145H-O1414	#6145H-O RETUR...	0	13.26	0.00	0%	24.27	0.00	0%
6145H-O1812	#6145H-O RETUR...	0	13.95	0.00	0%	25.10	0.00	0%
6145H-O2412	#6145H-O RETUR...	0	14.00	0.00	0%	25.25	0.00	0%
6145H-O66	#6145H-O RETUR...	0	7.56	0.00	0%	12.00	0.00	0%
6145H-O88	#6145H-O RETUR...	0	8.52	0.00	0%	15.65	0.00	0%
6145H1010	#6145H RETURN ...	0	6.86	0.00	0%	15.25	0.00	0%
6145H108	6145H 10 X 8 RET...	0	0.00	0.00	0%	13.20	0.00	0%
6145H1212	#6145H RETURN ...	0	11.29	0.00	0%	12.00	0.00	0%
6145H1414	#6145H RETURN ...	0	9.00	0.00	0%	14.20	0.00	0%
6145H148	NAILOR IND. #614...	0	6.63	0.00	0%	11.60	0.00	0%
6145H1616	6145H 16 X 16 RA. ...	0	10.66	0.00	0%	20.25	0.00	0%
6145H1812	#6145H RETURN ...	0	8.85	0.00	0%	15.60	0.00	0%
6145H1818	#6145H RETURN ...	0	12.29	0.00	0%	20.50	0.00	0%
6145H208	6145H 20 X 8 RA. ...	0	7.81	0.00	0%	13.67	0.00	0%
6145H2412	#6145H RETURN ...	0	10.27	0.00	0%	18.39	0.00	0%
6145H2418	NAILOR IND. #614...	0	23.84	0.00	0%	44.10	0.00	0%
6145H2424	#6145H RETURN ...	0	22.44	0.00	0%	37.42	0.00	0%
6145H2426	NAILOR #6145H 24...	0	20.35	0.00	0%	35.25	0.00	0%
6145H66	#6145H RETURN ...	0	3.77	0.00	0%	6.81	0.00	0%
6145H88	#6145H RETURN ...	0	5.88	0.00	0%	10.00	0.00	0%
6145HTB-O2412	NAILOR IND. #614...	0	14.00	0.00	0%	24.50	0.00	0%
6145HTB1212	NAILOR IND. #614...	0	6.63	0.00	0%	11.60	0.00	0%
6145HTB2412	#6145HTB RETUR...	0	9.70	0.00	0%	15.50	0.00	0%
6145HTB2424	#6145HTB RETUR...	0	19.98	0.00	0%	31.75	0.00	0%
6145HTB4824	#6145HTB RETUR...	0	35.12	0.00	0%	51.20	0.00	0%
6155HO0606	NAILOR #6155H-O ...	0	6.93	0.00	0%	12.00	0.00	0%
61DGD1818	NAILOR IND. #61D...	0	46.19	0.00	0%	80.85	0.00	0%
61DH-O 24 X 24	#61DH-O SUPPLY ...	0	43.56	0.00	0%	76.25	0.00	0%
61DHC10610	#61DHC 10 X 3-10 ...	1	44.69	44.69	0.8%	67.05	67.05	0.7%
61DHC12612	#61DHC 12 X 6-12 ...	3	46.69	140.07	2.5%	70.05	210.15	2.3%
61DHC12616	#61DHC 12 X 6-16 ...	4	46.69	186.76	3.4%	70.05	280.20	3.1%
61DHC12618	#61DHC 12 X 6-18 ...	4	46.69	186.76	3.4%	70.05	280.20	3.1%
61DHC20812	#61DHC 20 X 8-12 ...	9	43.34	390.06	7%	65.01	585.09	6.4%
61DHC20814	#61DHC 20 X 8-14 ...	7	43.34	303.38	5.5%	65.01	455.07	5%
61DHC241012	#61DHC 24 X 10-12...	0	64.70	0.00	0%	97.05	0.00	0%
61DHC241016	#61DHC 24 X 10-16...	0	64.70	0.00	0%	97.05	0.00	0%
61DHC241018	#61DHC 24 X 10-18...	4	64.70	258.80	4.7%	97.05	388.20	4.3%
61DHC24824	NAILOR IND. #61D...	4	60.03	240.12	4.3%	105.05	420.20	4.6%
61DHC361230	NAILOR IND. #61D...	3	68.70	206.10	3.7%	120.23	360.69	4%
61DHO104	NAILOR IND. #61D...	0	9.69	0.00	0%	16.95	0.00	0%
61DVO106	#61DV-O SUPPLY ...	0	10.92	0.00	0%	18.00	0.00	0%
61DVO108	#61DV-O SUPPLY ...	0	11.73	0.00	0%	16.75	0.00	0%
61DVO1210	#61DV-O SUPPLY ...	0	15.12	0.00	0%	23.45	0.00	0%
61DVO126	#61DV-O SUPPLY ...	0	12.41	0.00	0%	21.25	0.00	0%
61DVO128	#61DV-O SUPPLY ...	0	13.26	0.00	0%	22.09	0.00	0%
61DVO1410	#61DV-O SUPPLY ...	0	14.84	0.00	0%	23.80	0.00	0%

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**Inventory Valuation Summary**

As of July 27, 2011

	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
61DVO146	#61DV-O SUPPLY ...	0	13.93	0.00	0%	25.00	0.00	0%
61DVO148	#61DV-O SUPPLY ...	0	14.50	0.00	0%	21.26	0.00	0%
61DVO1810	#61DV-O SUPPLY ...	0	19.54	0.00	0%	31.00	0.00	0%
61DVO1812	#61DV-O SUPPLY ...	0	21.06	0.00	0%	34.05	0.00	0%
61DVO184	61DV-O SUPPLY ...	0	15.75	0.00	0%	28.15	0.00	0%
61DVO188	#61DV-O SUPPLY ...	0	16.32	0.00	0%	26.87	0.00	0%
61DVO2012	#61DV-O 20 X 12 S...	0	19.22	0.00	0%	32.50	0.00	0%
61DVO2410	#61DV-O SUPPLY ...	0	23.76	0.00	0%	33.50	0.00	0%
61DVO2412	#61DV-O SUPPLY ...	0	26.09	0.00	0%	42.15	0.00	0%
61DVO2414	#61DV-O SUPPLY ...	0	27.02	0.00	0%	40.85	0.00	0%
61DVO248	#61DV-O SUPPLY ...	0	19.20	0.00	0%	33.30	0.00	0%
61DVO385	NAILOR IND. #61D...	1	30.09	30.09	0.5%	52.66	52.66	0.6%
61DVO4008	61DV-O 40 X 8 SA...	3	35.36	106.08	1.9%	62.00	186.00	2%
61DVO86	#61DV-O SUPPLY ...	0	10.18	0.00	0%	14.50	0.00	0%
61ECL1212	#61ECL EGG CRA...	0	4.84	0.00	0%	7.70	0.00	0%
61ECL2412	#61ECL EGG CRA...	0	11.34	0.00	0%	20.25	0.00	0%
61ECL2424	#61ECL EGG CRA...	0	32.00	0.00	0%	27.95	0.00	0%
61ECL4824	#61ECL EGG CRA...	0	33.66	0.00	0%	51.70	0.00	0%
61FBL45	#61FBL45 FILTER ...	0	50.06	0.00	0%	50.55	0.00	0%
6200L12122S	6200 12 X 12 ALU...	0	23.41	0.00	0%	66.20	0.00	0%
6200L12124A	6200 12 X 12 ALU...	0	23.41	0.00	0%	66.20	0.00	0%
6200L663A	6200 6 X 6 ALUM. ...	2	23.41	46.82	0.8%	42.14	84.28	0.9%
6200L664A	6200 6 X 6 ALUM. ...	0	23.41	0.00	0%	42.14	0.00	0%
6500-L06064A	NAILOR #6500-L 6 ...	2	18.33	36.66	0.7%	32.39	64.78	0.7%
6500-L09093A	NAILOR #6500-L 9 ...	0	15.64	0.00	0%	27.30	0.00	0%
6500-L09094A	NAILOR #6500-L 9 ...	0	22.43	0.00	0%	35.56	0.00	0%
6500-L12124A	6500 12 X 12 4 WA...	1	25.85	25.85	0.5%	43.50	43.50	0.5%
650012122G	#6500-O SURF. M...	0	23.36	0.00	0%	40.00	0.00	0%
650012122S	#6500-O SURF. M...	0	22.68	0.00	0%	40.00	0.00	0%
650012123A	#6500-O SURF. M...	0	23.50	0.00	0%	40.00	0.00	0%
650012124A	#6500-O SURF. M...	0	23.25	0.00	0%	40.00	0.00	0%
650015154A	#6500-O SURFACE...	0	31.55	0.00	0%	54.35	0.00	0%
650024244A	NAILOR IND. #650...	0	64.39	0.00	0%	112.68	0.00	0%
6500662G	#6500-O SURF. M...	0	15.04	0.00	0%	25.50	0.00	0%
6500662S	#6500-O SURF. M...	0	15.03	0.00	0%	25.50	0.00	0%
6500663A	#6500-O SURF. M...	0	14.24	0.00	0%	25.50	0.00	0%
6500664A	#6500-O SURF. M...	0	14.94	0.00	0%	25.50	0.00	0%
6500992G	#6500-O SURF. M...	0	17.86	0.00	0%	29.65	0.00	0%
6500992S	#6500-O SURF. M...	0	17.74	0.00	0%	29.65	0.00	0%
6500993A	#6500-O SURF. M...	0	17.34	0.00	0%	29.65	0.00	0%
6500994A	#6500-O SURF. M...	0	17.66	0.00	0%	29.65	0.00	0%
6500S994A	NAILOR IND. #650...	1	13.63	13.63	0.2%	23.85	23.85	0.3%
66UNI08	NAILOR IND. #66U...	3	50.69	152.07	2.7%	88.70	266.10	2.9%
66UNI10	NAILOR IND. #66U...	4	50.69	202.76	3.6%	88.70	354.80	3.9%
66UNI12	NAILOR IND. #66U...	1	50.69	50.69	0.9%	88.70	88.70	1%
66UNI14	NAILOR IND. #66U...	1	58.08	58.08	1%	101.64	101.64	1.1%
821128	HART & COOLEY ...	1	9.18	9.18	0.2%	16.10	16.10	0.2%

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**Inventory Valuation Summary**

As of July 27, 2011

9:15 AM

08/03/11

	Item Description	On Hand	Avg Cost	Asset Value	% of Tot Asset	Sales Price	Retail Value	% of Tot Retail
8211414	HART & COOLEY ...	2	13.26	26.52	0.5%	23.25	46.50	0.5%
8211610	HART & COOLEY ...	1	11.73	11.73	0.2%	20.55	20.55	0.2%
8211810	HART & COOLEY ...	1	13.26	13.26	0.2%	23.21	23.21	0.3%
821308	HART & COOLEY ...	3	18.87	56.61	1%	33.05	99.15	1.1%
DFA1212	#DFA PLASTER F...	0	11.23	0.00	0%	14.25	0.00	0%
DFA2424	#DFA 24 X 24 PLA...	0	16.90	0.00	0%	20.25	0.00	0%
EC22	2' X 2' PLASTIC EG...	0	4.30	0.00	0%	5.75	0.00	0%
EC24	2' X 4' PLASTIC EG...	0	6.55	0.00	0%	9.45	0.00	0%
EX-1	NAILOR IND. #EX-...	22	16.12	354.64	6.4%	28.21	620.62	6.8%
FR4112	FIRE RATED PERF...	0	34.22	0.00	0%	53.90	0.00	0%
RNSL1022	RNSL 10" RD. 24 X...	0	17.20	0.00	0%	28.75	0.00	0%
RNSL1222	RNSL 12" RD. 24 ...	0	16.50	0.00	0%	28.75	0.00	0%
RNSL1422	RNSL 14" RD. 24 X...	0	16.34	0.00	0%	28.75	0.00	0%
RNSL1522	RNSL 15" RD. 24 X...	0	16.48	0.00	0%	28.75	0.00	0%
RNSL61212	RNSL 6" - 12 X 12 ...	0	10.89	0.00	0%	18.25	0.00	0%
RNSL622	RNSL 6" RD. NECK...	0	16.75	0.00	0%	28.75	0.00	0%
RNSL81212	#RNSL 8" - 12 X 12 ...	0	10.66	0.00	0%	18.25	0.00	0%
RNSL822	RNSL 8" RD. NECK ...	0	17.77	0.00	0%	28.75	0.00	0%
SCVH10	PERFORMANCE A...	0	296.00	0.00	0%	445.00	0.00	0%
UNI06	NAILOR #UNI 6" DI...	0	16.50	0.00	0%	28.75	0.00	0%
UNI061212	NAILOR IND. #UNI ...	0	12.21	0.00	0%	20.75	0.00	0%
UNI08	NAILOR IND. #UNI ...	0	16.50	0.00	0%	28.75	0.00	0%
UNI0812	NAILOR IND. #UNI ...	0	12.21	0.00	0%	20.15	0.00	0%
UNI10	NAILOR IND. #UNI ...	0	16.50	0.00	0%	28.75	0.00	0%
UNI12	NAILOR IND. #UNI ...	-29	16.50	-478.50	-8.6%	28.75	-833.75	-9.2%
UNI14	NAILOR IND. #UNI ...	29	16.50	478.50	8.6%	28.75	833.75	9.2%
STOCK GRD'S - Other		0	25.00	0.00	0%	0.00	0.00	0%
Total STOCK GRD'S		110		3,917.93	70.50%		6,451.17	71.00%
SVAV								
D30RE06-4	NAILOR #D30RE S...	0	261.74	0.00	0%	491.00	0.00	0%
D30RE08-10	NAILOR #D30RE S...	0	367.00	0.00	0%	550.00	0.00	0%
SVAV - Other		0	77.12	0.00	0%	0.00	0.00	0%
Total SVAV		0		0.00	0.00%		0.00	0.00%
UNI061212	UNI DIFFUSER 1X...	0	12.21	0.00	0%	20.15	0.00	0%
Total Inventory		139		5,560.45	100.00%		9,082.65	100.00%
TOTAL		139		5,560.45	100.00%		9,082.65	100.00%

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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**A/R Aging Summary**

As of July 27, 2011

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
AAA SHEET METAL, INC.	0.00	0.00	0.00	0.00	-2,014.14	-2,014.14
AAF/HVAC	0.00	0.00	0.00	0.00	-113.90	-113.90
ACCORD	0.00	0.00	0.00	0.00	495.00	495.00
Accountant Adjustment	0.00	0.00	0.00	0.00	0.00	0.00
ADVANTAGE CONTRACTING INC.	0.00	0.00	0.00	0.00	-144.75	-144.75
AERDUX INC.	0.00	0.00	0.00	0.00	-59.05	-59.05
AIR CONCEPTS	0.00	0.00	0.00	0.00	0.89	0.89
AIR DISTRIBUTION SYSTEMS	0.00	0.00	0.00	0.00	1,805.00	1,805.00
APEX CONTROLS	0.00	0.00	0.00	0.00	-6.00	-6.00
ATLANTIC BABBITT MECH.	0.00	0.00	0.00	0.00	-7.32	-7.32
BENCHMARK	0.00	0.00	0.00	0.00	-136.00	-136.00
BOA CONSTRUCTION, INC.	0.00	0.00	0.00	0.00	870.36	870.36
C.M.S. MECHANICAL	0.00	0.00	0.00	0.00	408.10	408.10
CARTER MECHANICAL	0.00	0.00	0.00	0.00	775.42	775.42
CENTRAL AIR CONDITIONING	0.00	0.00	0.00	0.00	139.10	139.10
CITY MECHANICAL, INC.	0.00	0.00	0.00	0.00	-915.00	-915.00
COSTA AND RIHL, INC.	0.00	0.00	0.00	0.00	42.96	42.96
D.J. WAGNER	0.00	0.00	0.00	0.00	-1,090.23	-1,090.23
DELCARD ASSOCIATES, INC.	0.00	0.00	0.00	0.00	6,668.92	6,668.92
DEVINE	0.00	0.00	0.00	0.00	895.00	895.00
DIRECT AIR	0.00	0.00	0.00	0.00	1,710.31	1,710.31
DWD	0.00	0.00	0.00	0.00	-3,184.41	-3,184.41
E.B. O'REILLY	0.00	0.00	0.00	0.00	5,445.05	5,445.05
ELLIOT LEWIS	0.00	0.00	0.00	0.00	1.80	1.80
ENVIRONMENTAL AIR SERVICES, INC.	0.00	0.00	0.00	0.00	1,243.67	1,243.67
ENVIRONMENTAL TECTONICS	0.00	0.00	0.00	0.00	-164.09	-164.09
FOUR QUARTERS	0.00	0.00	0.00	0.00	-459.93	-459.93
GRAINGER .	0.00	0.00	0.00	0.00	-146.00	-146.00
GRAYSTONE, INC.	0.00	0.00	0.00	0.00	-202.77	-202.77
GRIMES & GRAHL	0.00	0.00	0.00	0.00	-10.57	-10.57
HEARNON AIR CONDITIONING, INC.	0.00	0.00	0.00	0.00	-302.10	-302.10
HOWARD REFRIGERATION	0.00	0.00	0.00	0.00	-79.50	-79.50
HUNTER	0.00	0.00	0.00	0.00	-3,298.42	-3,298.42
HUNTINGDON ELECTRIC	0.00	0.00	0.00	0.00	-8.52	-8.52
HUNTINGDON MECHANICAL	0.00	0.00	0.00	0.00	5,066.46	5,066.46
INDIAN VALLEY MECH.	0.00	0.00	0.00	0.00	-1,645.93	-1,645.93
INDOOR QUALITY SYSTEMS	0.00	0.00	0.00	0.00	550.58	550.58
J. LONGO & SONS INC.	0.00	0.00	0.00	0.00	-0.01	-0.01
J.P. MORGAN CHASE	0.00	0.00	0.00	0.00	-445.00	-445.00
K & M SALES	0.00	0.00	0.00	0.00	219.03	219.03
K & S SHEET METAL, LLC	0.00	0.00	0.00	0.00	5,011.94	5,011.94
KIKER	0.00	0.00	0.00	0.00	60.00	60.00
KING MECHANICAL	0.00	0.00	0.00	0.00	-5.00	-5.00
LAREDO MECHANICAL	0.00	0.00	0.00	0.00	0.01	0.01
LGB MECHANICAL, INC.	0.00	0.00	0.00	0.00	-0.30	-0.30
LIMBACH	0.00	0.00	0.00	0.00	0.00	0.00
LOCAL UNION 1489	0.00	0.00	0.00	0.00	-0.10	-0.10



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**EMS ENGINEERED MECHANICAL SYSTEMS INC.**

**A/R Aging Summary**

As of July 27, 2011

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
LUTHE	0.00	0.00	0.00	0.00	-0.42	-0.42
M & S HEATING	0.00	0.00	0.00	0.00	2,390.00	2,390.00
MANSFIELD UNIVERSITY	0.00	0.00	0.00	0.00	-235.00	-235.00
MASSARA	0.00	0.00	0.00	0.00	37.56	37.56
MAXIMUM MECHANICAL	0.00	0.00	0.00	0.00	-51.33	-51.33
MC CLOSKEY	0.00	0.00	0.00	0.00	-1,824.13	-1,824.13
MCHUGH SERVICE CO., INC.	0.00	0.00	0.00	0.00	-82.34	-82.34
MECHANICAL PIPING	0.00	0.00	0.00	0.00	2,030.50	2,030.50
MIDLAND MECHANICAL	0.00	0.00	0.00	0.00	-1.00	-1.00
NATIONAL ENERGY CONTROL CORPORATION	0.00	0.00	0.00	0.00	-75.00	-75.00
P.J.M. MECHANICAL	0.00	0.00	0.00	0.00	-12.72	-12.72
PRIME S/M	0.00	0.00	0.00	0.00	121.90	121.90
PROGRESSIVE	0.00	0.00	0.00	0.00	-233.20	-233.20
RAMM	0.00	0.00	0.00	0.00	509.76	509.76
ROGERS MECHANICAL	0.00	0.00	0.00	0.00	100.70	100.70
SSM INDUSTRIES, INC.	0.00	0.00	0.00	0.00	32.68	32.68
STANDARD GLASS INC.	0.00	0.00	0.00	0.00	163.40	163.40
THE GENESIO COMPANY	0.00	0.00	0.00	0.00	-1.85	-1.85
THERMAL PIPING, DIV. OF GBI	0.00	0.00	0.00	0.00	166.25	166.25
THERMODESIGN	0.00	0.00	0.00	0.00	45.58	45.58
THOMAS GENERAL REPAIR	0.00	0.00	0.00	0.00	41.19	41.19
TRACEY	0.00	0.00	0.00	0.00	6,920.00	6,920.00
WE-R-MAIL	0.00	0.00	0.00	0.00	-64.65	-64.65
WEST JERSEY A/C & HEAT	0.00	0.00	0.00	0.00	445.00	445.00
WORTH & COMPANY	0.00	0.00	0.00	0.00	1,281.13	1,281.13
<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>28,674.57</b>	<b>28,674.57</b>

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemptions to which debtor is entitled under: ☐ Check if debtor claims a homestead exemption that exceeds \$146,450. \*

(Check one box)

☐ 11 U.S.C. § 522(b)(2)

☐ 11 U.S.C. § 522(b)(3)

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTIONS
Not Applicable			

\* Amount subject to adjustment on 4/1/13 and every three years thereafter with respect to cases commenced on or after the date of adjustment.



## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

- ☐ **Domestic Support Obligations**  
Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).
- ☐ **Extensions of credit in an involuntary case**  
Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).
- ☐ **Wages, salaries, and commissions**  
Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).
- ☐ **Contributions to employee benefit plans**  
Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).
- ☐ **Certain farmers and fishermen**  
Claims of certain farmers and fishermen, up to \$5,775\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).
- ☐ **Deposits by individuals**  
Claims of individuals up to \$2,600\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).
- ☐ **Taxes and Certain Other Debts Owed to Governmental Units**  
Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).
- ☐ **Commitments to Maintain the Capital of an Insured Depository Institution**  
Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).
- ☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**  
Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER. <i>(See Instructions Above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. <b>8599</b> <b>Bank of America</b> <b>NCI-001-07-06</b> <b>101 North Tryon St.</b> <b>Charlotte, NC 28255</b>	X	credit line				93,387.06
ACCOUNT NO. <b>7533</b> <b>Bank of America</b> <b>PO Box 15184</b> <b>Wilmington, DE 19850</b>	X	credit card				36,241.31
ACCOUNT NO. <b>8558</b> <b>Bank of America</b> <b>PO Box 15184</b> <b>Wilmington, DE 19850</b>	X	credit card				37,853.10
ACCOUNT NO. <b>7754</b> <b>Citibank</b> <b>PO Box 6235</b> <b>Sioux Falls, SD 57117</b>	X	credit card				4,200.19

<div>1 continuation sheets attached</div> <div>Subtotal (Total of this page)</div> <div>Total (Use only on last page of the completed Schedule F. Report also on the Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)</div>	<div>\$ 171,681.66</div> <div></div> <div>\$</div>
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IN RE **EMS Engineered Mechanical Systems, Inc.**

Case No. \_\_\_\_\_

Debtor(s)

(If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
**(Continuation Sheet)**

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER. (See Instructions Above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. <b>2696</b>  <b>PNC Bank</b> <b>PS-PCLC-02K</b> <b>2730 Liberty Ave.</b> <b>Pittsburgh, PA 15222</b>	<b>X</b>	<b>credit line</b>				<b>92,194.23</b>
ACCOUNT NO. <b>7996</b>  <b>PNC Bank</b> <b>PO Box 3429</b> <b>Pittsburgh, PA 15230</b>	<b>X</b>	<b>credit card</b>				<b>21,037.22</b>
ACCOUNT NO.  <b>State Of New Jersey-Dept Of Labor</b> <b>Division Of Employer Accounts</b> <b>PO Box 379</b> <b>Trenton, NJ 08625</b>		<b>assessment for interest on funds borrowed by State-2010</b>				<b>170.38</b>
ACCOUNT NO.  <b>Sterling HVAC</b> <b>125 North Elm Street</b> <b>Westfield, MA 01085</b>		<b>inventory supplier</b>				<b>5,767.00</b>
ACCOUNT NO.  <b>Worldwide Express</b> <b>2828 Routh Street, Ste 400</b> <b>Dallas, TX 75201</b>		<b>freight charge</b>			<b>X</b>	<b>630.70</b>
ACCOUNT NO.						
ACCOUNT NO.						

Sheet no. 1 of 1 continuation sheets attached to  
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal  
(Total of this page) \$ **119,799.53**

(Use only on last page of the completed Schedule F. Report also on  
the Summary of Schedules, and if applicable, on the Statistical  
Summary of Certain Liabilities and Related Data.) \$ **291,481.19**

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Vincent M. Fares 3704 Aberdeen Lane Blackwood, NJ 08012	Wells Fargo Bank, N.A. MAC D4004-03A PO Box 12715 Winston-Salem, NC 27102  Nova Bank 1235 Westlakes Drive Berwyn, PA 19312  PNC Bank PS-PCLC-02K 2730 Liberty Ave. Pittsburgh, PA 15222  Bank of America NCI-001-07-06 101 North Tryon St. Charlotte, NC 28255  Bank of America PO Box 15184 Wilmington, DE 19850  Bank of America PO Box 15184 Wilmington, DE 19850  PNC Bank PO Box 3429 Pittsburgh, PA 15230  Citibank PO Box 6235 Sioux Falls, SD 57117



IN RE **EMS Engineered Mechanical Systems, Inc.**

Debtor(s)

Case No. \_\_\_\_\_

(If known)

## DECLARATION CONCERNING DEBTOR'S SCHEDULES

### DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of \_\_\_\_\_ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Debtor

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ (Joint Debtor, if any)

[If joint case, both spouses must sign.]

### DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342 (b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

Social Security No. (Required by 11 U.S.C. § 110.)

*If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs the document.*

Address

Signature of Bankruptcy Petition Preparer

Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

*If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.*

*A bankruptcy petition preparer's failure to comply with the provision of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.*

### DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the **President** (the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership) of the **EMS Engineered Mechanical Systems, Inc.** (corporation or partnership) named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **23** sheets (*total shown on summary page plus 1*), and that they are true and correct to the best of my knowledge, information, and belief.

Date: **August 3, 2011** Signature: **/s/ Vincent M. Fares**

**Vincent M. Fares**

(Print or type name of individual signing on behalf of debtor)

*[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]*

*Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.*

Document Page 34 of 54  
United States Bankruptcy Court  
District of New Jersey

IN RE:

Case No. \_\_\_\_\_

EMS Engineered Mechanical Systems, Inc.

Chapter 7

Debtor(s)

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

**"In business."** A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

**"Insider."** The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
51,369.21	2011 sales through 7/27/2011
1,353,826.00	2010 sales per 1120
1,710,896.00	2009 sales per 1120

2. Income other than from employment or operation of business

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
32,100.00	proceeds of sale of assets to EMS Supply, LLC 12/2010

3. Payments to creditors

Complete a. or b., as appropriate, and c.

None ☒ a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None ☒ b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850. \* If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

\* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

None ☐ c. All debtors: List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND  
RELATIONSHIP TO DEBTOR

**Vincent M. Fares**  
**3704 Aberdeen Lane**  
**Blackwood, NJ 08012**  
**President**

DATE OF PAYMENT

**various dates during 2010 on**  
**account of a Promissory Note**

AMOUNT  
PAID

**44,400.00**

AMOUNT  
STILL OWING

**0.00**

#### 4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT

AND CASE NUMBER  
**Sterling HVAC v. EMS**

NATURE OF PROCEEDING  
**collection**

COURT OR AGENCY  
AND LOCATION

**NJSC-Law-SCP Gloucester**

STATUS OR  
DISPOSITION  
**settled**

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

#### 5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

#### 6. Assignments and receiverships

None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and joint petition is not filed.)

None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

#### 7. Gifts

None ☒ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

#### 8. Losses

None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

#### 9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE

**Deiches & Ferschmann**  
**A Professional Corporation**  
**25 Wilkins Avenue**  
**Haddonfield, NJ 08033**

DATE OF PAYMENT, NAME OF  
 PAYOR IF OTHER THAN DEBTOR  
**6/30/2011**

AMOUNT OF MONEY OR DESCRIPTION  
 AND VALUE OF PROPERTY  
**3,500.00**

**10. Other transfers**

- None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE,  
 RELATIONSHIP TO DEBTOR

**EMS Supply, LLC**  
**602 Ryan Ave., Bldg T3**  
**Westville, NJ 08093**  
**affiliate**

DATE  
**12/17/2010**

DESCRIBE PROPERTY TRANSFERRED  
 AND VALUE RECEIVED

**miscellaneous assets per attached**  
**list and paid invoice sold for \$32,100**

- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

**11. Closed financial accounts**

- None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**12. Safe deposit boxes**

- None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**13. Setoffs**

- None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**14. Property held for another person**

- None ☒ List all property owned by another person that the debtor holds or controls.

**15. Prior address of debtor**

- None ☒ If debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

**16. Spouses and Former Spouses**

- None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

## 17. Environmental Information

For the purpose of this question, the following definitions apply:

“Environmental Law” means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes or material.

“Site” means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

“Hazardous Material” means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None ☒ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law.

None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

## 18. Nature, location and name of business

None ☒ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

*If the debtor is a corporation*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

None ☒ b. Identify any business listed in response to subdivision a., above, that is “single asset real estate” as defined in 11 U.S.C. § 101.

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within the six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

## 19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within the **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

**Gable Peritz Mishkin, LLP**  
**PO Box 917**  
**Spring House, PA 19477**

**Gold Gocial Gerstein, LLC**  
**261 Old York Road**  
**Jenkintown, PA 19046**

None ☒ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

## NAME AND ADDRESS

**Vincent M. Fares**  
**3704 Aberdeen Lane**  
**Blackwood, NJ 08012**

None ☒ d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom a financial statement was issued within the **two years** immediately preceding the commencement of the case by the debtor.

**20. Inventories**

None ☐ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market, or other basis)
<b>7/27/2011</b>	<b>Vincent M. Fares</b>	<b>\$5,560.45</b>
<b>12/31/2010</b>	<b>Vincent M. Fares</b>	<b>\$57,295.45</b>

None ☐ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESS OF CUSTODIAN OF INVENTORY RECORDS
<b>all</b>	<b>Vincent M. Fares</b> <b>3704 Aberdeen Lane</b> <b>Blackwood, NJ 08012</b>

**21. Current Partners, Officers, Directors and Shareholders**

None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
<b>Vincent M. Fares</b> <b>3704 Aberdeen Lane</b> <b>Blackwood, NJ 08012</b>	<b>President</b>	<b>100% shareholder</b>

**22. Former partners, officers, directors and shareholders**

None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

**23. Withdrawals from a partnership or distributions by a corporation**

None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
<b>Vincent M. Fares</b> <b>3704 Aberdeen Lane</b> <b>Blackwood, NJ 08012</b> <b>President</b>	<b>2010-compensation per W-2</b>	<b>\$60,632</b>

**24. Tax Consolidation Group**

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

**25. Pension Funds.**

None If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer,  
☒ has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

*[If completed on behalf of a partnership or corporation]*

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information, and belief.

Date: **August 3, 2011** Signature: **/s/ Vincent M. Fares**

**Vincent M. Fares, President**

Print Name and Title

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

12 continuation pages attached

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. § 152 and 3571.*

**ASSET PURCHASE CONTRACT**

This **Contract** made this 20<sup>th</sup>. of December, 2010 among, **EMS SUPPLY LLC.**, a New Jersey Liability Company (herein referred to as "Buyer"), whose address is 602 Ryan Avenue, Building T3, Westville, New Jersey, 08093 and **EMS ENGINEERED MECHANICAL SYSTEMS INC.**, a New Jersey corporation (herein referred to as "Seller"), whose address is 602 Ryan Ave. Building T3, Westville, New Jersey, 08093.

**W I T N E S S E T H**

**WHEREAS**, the principal of Seller desires to transfer the assets of Seller as part of a comprehensive estate plan; and

**WHEREAS**, the principal of Buyer desires to purchase the assets of Seller and qualify Buyer as a Woman Owned Minority Business in the state of New Jersey; and

**WHEREAS**, Buyer, **EMS SUPPLY LLC**, a New Jersey Liability Company hereby offers and agrees to purchase upon the terms and conditions hereinafter set forth, the assets of Business known as **EMS ENGINEERED MECHANICAL SYSTEMS**, as described in Exhibit "A," which is made part hereof; and

**WHEREAS**, Seller agrees to sell the assets of Business known as **EMS ENGINEERED MECHANICAL SYSTEMS** to Buyer; and

**NOW THEREFORE**, for the consideration of the sum of **THIRTY THOUSAND DOLLARS (\$ 30,000.00)**, heretofore received and paid, and other valuable consideration, it is mutually agreed that the purchase price of \$ 30,000.00 shall be paid in personal check in U.S. Currency.

**IT IS HEREBY AGREED THAT:**

1. **CLOSING DATE:** The undersigned hereby agree to execute any and all documents necessary to close this transaction. The Closing Date for this sale shall be on 20<sup>th</sup>. day of December, 2010, or before that date by mutual consent. Any extension of this closing date must be in writing and signed by Buyer and Seller.
2. **TIME:** Time is of the essence.
3. **AUTHORITY:** The undersigned have the full authority to enter into this Contract and to conclude the transaction described herein. No agreement to which either Buyer or Seller is a party prevents either of them from concluding this transaction, nor is the consent of any third party required therefore.
4. **WARRANTY:** Seller warrants that all outstanding liabilities of the Business, except as specifically set forth herein, shall be paid in full on or before the Closing of this sale and that Buyer shall receive possession of the Business free and clear of any encumbrances other than the security interest which may be created pursuant to this transaction.
5. **INDEMNIFICATION AND RIGHT OF SET-OFF:** Seller indemnifies Buyer and shall hold Buyer harmless from all debts, claims, actions, losses, damages and attorney's fees, existing or that may arise from or be related to Seller's past operation and ownership of the Business, except any liabilities assumed by Buyer hereunder. In the event Buyer should become aware of any such claim against the Business not disclosed by Seller prior to Closing, Buyer shall promptly notify Seller in writing of such claim. In the event Seller does not satisfy said claim or said claim is not disputed within ten days from the receipt of such notice, Buyer may, at its sole option, either, subsequent to Closing, pay such claim and receive full credit against any Promissory Note owed to Seller under this Contract or, in the alternative, prior to Closing, cancel this Contract.



6. **PURCHASE PRICE:** The purchase price shall be a total sum of \$30,000.00 payable by Buyer to Seller in U.S. Currency by personal check. The purchase price shall be paid in two installments. The first installment of \$ 15,000.00 shall be due on the Closing Date as stated in paragraph 1 herein. The second installment of \$15,000.00 shall be due within 30 days from the Closing Date. Buyer may pay as a lump sum the entire purchase price anytime to the Seller.

7. **LITIGATION:** Except as noted herein, Seller represents and warrants that there is no litigation or proceedings pending to the Seller's knowledge against or relating to the Business, its properties or business activity, nor does the Seller know or have reasonable grounds to know of any basis of any such action relative to the Business, its properties or business activity.

8. **DEFAULT:** If the Buyer shall fail to perform any of the covenants and conditions of this Contract, Seller shall have the right to enforce this Contract pursuant to the terms of this Contract by obtaining an award setting out factual entitlement to a monetary award of damages to Seller as a result of Buyer's default. In the event Seller shall default by failing to perform any of the covenants contained in this Contract, failing to provide data and information specified herein within five days after request from Buyer to do so, or to otherwise close according to the terms and conditions of this Contract, Buyer shall have the right to terminate this Contract, as well as reimbursement for any and all reasonable attorney's fees, accounting fees, and other costs incidental to Buyer's inspection of the Business. Buyer may either seek award pursuant to the terms of this Contract setting out the Buyer's factual entitlement to specific performance of the Seller's obligations hereunder, or, in the alternative, monetary damages payable to Buyer by Seller. Regardless of whether Seller or Buyer should default subsequent to completion of contingencies and verifications, compensation shall be due and payable upon demand.

9. **BUYER'S ACKNOWLEDGMENT:** Buyer hereby acknowledges that Buyer is relying solely on Buyer's own inspection of the Business as well as the representations of Seller regarding the prior operating history of the Business, the value of the assets being purchased and all other material facts.

10. **TAXES:** Buyer and Seller acknowledge that certain Federal Income Tax and State of New Jersey laws and taxes may be applicable to this transaction. The New Jersey Statutes govern the Sales Tax Liability of Parties involved in the sale or exchange of Business assets. Seller warrants and represents that Seller shall assume any and all Tax Liability until December, 31st, 2010.

11. **BILL OF SALE.** Seller shall deliver to Buyer at the Closing an Absolute Bill of Sale for all inventory included in this sale, as per the Inventory List attached hereto as per EXHIBIT "A" and by reference incorporated herein, for which Seller warrants that it has good and marketable title, free and clear of all liens and encumbrances, except any liens or encumbrances disclosed herein.

12. **CONDITION OF INVENTORY:** All inventory included in this sale, as per attached EXHIBIT "A", is being purchased on an "as is" basis without warranties of merchantability or fitness for any particular purpose. However, at the Closing of this sale, all equipment shall be in working condition. Buyer shall be responsible for inspecting said inventory in order to determine that, as of the date of Closing, said inventory is in working condition.

13. **ACCOUNTS PAYABLE:** All accounts payable accruing to the date of the Closing of the sale shall remain the responsibility of Seller and are not included in this sale. Immediately from and after the Closing of this sale, all subsequent accounts payable shall be the sole responsibility of Buyer.

14. **BUSINESS DEPOSITS:** Any and all amounts currently on deposit for the benefit of the Business for utility services, leases, insurance, etc., are and shall remain the sole property of Seller and are not included as part of this transaction. Buyer shall, effective with the Closing, deposit such amounts as are necessary to continue the operation of the Business.

15. **OPERATION OF BUSINESS PRIOR TO CLOSING:** Seller hereby agrees, from the date of execution of this Contract to the date of Closing, to carry on the business activities and operations of the Business diligently and in substantially the same manner as has been customary in the past, and shall not remove any item with the exception of product inventory sold in the normal course of business.

16. **BUSINESS TELEPHONE and WEBSITE:** Seller agrees to transfer to Buyer at Closing, and Buyer agrees to accept, ownership of and responsibility for the Business telephone numbers 856-879-2627, 856-879-2634, 866-569-1042 and Website EMSYSTEMSINC.COM.

17. **BUSINESS MAIL:** Seller agrees that all mail relating to the Business shall be routed to Buyer, and Buyer agrees to promptly forward to Seller any mail personalized to Seller.

18. **BUSINESS RECORDS:** At the Closing of this sale, Seller shall deliver to Buyer all customer accounts and records, and any other documents pertinent to the operation of the Business, which Seller may have. Such records shall include copies of those documents necessary to conduct Business with suppliers and customers of the Business.

19. **PRORATIONS:** All transferable taxes, insurance, licenses, rents, utilities, etc., shall be prorated as of the Closing Date.

20. **LICENSES AND PERMITS:** Unless otherwise specified herein, Seller agrees to cooperate with Buyer in obtaining, at Buyer's expense, any licenses, permits, approvals or certificates necessary for the continued operation of the Business. Seller warrants that to the best of his knowledge the Business and premises meet, at the time of Closing, all government regulations as to health, fire, zoning and other licensing laws.

21. **INVENTORY OF GOODS:** An itemized physical count of inventory held for resale shall be taken by Buyer and Seller prior to the Closing and an increase or decrease as compared to this approximate cost shall adjust the total purchase price.

22. **FINANCIAL INFORMATION:** Seller warrants that any and all financial information supplied to Buyer by Seller is true and correct and is a fair and accurate presentation of the financial condition and results of operation of the Business. From the date of execution of this Contract, Buyer shall, at his option, have three business days to request from Seller in writing, any financial documents of Seller necessary to verify the financial information supplied by Seller to Buyer, and Buyer shall have five business days after receipt of said documents to verify this information. A five percent variance in any of the financial information furnished by the Seller will allow Buyer to cancel this Contract by written notice to Seller during said verification period. Failure of Buyer to notify Seller within the time specified shall constitute Buyer's waiver of this provision.

23. **ACCOUNTS RECEIVABLE:** It is agreed that Seller's accounts receivable are not included in the purchase price. Details of these receivables include name, account number, amount and aging and shall be delivered to Buyer at Closing. Any increase or decrease, to the date of Closing, as compared to this amount, shall adjust the purchase price. Any increase or decrease shall be added or subtracted to the Promissory Note owed to Seller. All accounts receivable so transferred shall be fully guaranteed by Seller, and if not collected within 180 days, provided a good faith effort is made to collect the accounts receivable, they may be set off against the Promissory Note owed to Seller, provided that Buyer shall assign Seller the right to collect said accounts receivable.

24. **BUSINESS TRADE NAME:** Seller hereby grants Buyer, effective with the Closing of this sale, any and all rights held by Seller in the trade name, "EMS Engineered Mechanical Systems Inc.," and any deviations thereof, hereby waives any rights thereto; and shall not, after Closing, make use of such name, directly or indirectly.

25. **LEASE OF PREMISES.** Seller shall assign and Buyer shall assume the lease, a copy of which is attached hereto as Exhibit "B," on the Business premises to Buyer with Lessor's written consent, and this Agreement shall be subject to such consent where consent is required. Alternatively, at Buyer's option, Seller shall cooperate with the Buyer in obtaining a new lease acceptable to Buyer to be effective as of the Closing Date.

26. **PRE-CLOSING COVENANTS:** Buyer and Seller agree not to divulge any information about this transaction prior to Closing.

27. **MEDIATION AND ARBITRATION:** Any disputes between the parties hereto, whether arising under this agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:

27.1 Referred to a court certified mediator of the County of the principal office of Buyer, and any mediation shall be held in the County of the principal office of Buyer. The parties shall share equally in the cost of said mediation.

27.2 In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of Buyer. The arbitration shall be held in the County of the principal office of Buyer. The prevailing party shall recover all fees and costs of said arbitration. In the event that the parties are unable to agree upon an arbitrator within 15 days of the date on which either party requests arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and a written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties. Judgment upon the award may be entered in any court of competent jurisdiction pursuant to New Jersey Statutes as amended from time to time.

27.3 If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator.

27.4 Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

28. **GOVERNING LAW.** This Asset Purchase Contract shall be governed by the laws of the State of New Jersey (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

29. **WAIVER:** No waiver of any provisions of this Contract shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing waiver.

30. **PARAGRAPH HEADLINES:** Captions and paragraph headlines in this Contract are for convenience and reference only and do not define, describe, extend or limit the scope or intent of this Contract or any provision herein.

31. **SURVIVABILITY OF CONTRACT:** The Parties hereto acknowledge that this Contract shall

survive the Closing of this transaction as to the terms and conditions herein.

32. **BINDING EFFECT:** This conduct shall bind and inure to the benefit of the successors, assigns, personal representatives and heirs of the Parties hereto.

33. **ENTIRE AGREEMENT:** This Purchase Contract constitutes the entire agreement and understanding of the Parties and cannot be modified except in writing by an instrument executed by all Parties hereto.

34. **SEVERABILITY:** In the event that any of the terms, conditions or covenants of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall give rise to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

35. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted in this form and acknowledged by the Parties as evidenced by their initials shall control all printed provisions in conflict therewith.

36. **INTERPRETATION OF ASSET PURCHASE CONTRACT:** The Parties acknowledge that this Asset Purchase Contract is the product of mutual efforts by the Parties and their respective agents. This Asset Purchase Contract shall be interpreted neither more favorable in favor of one party, nor less favorably in favor of another party.

37. **NOTICES:** All notices, offers, acceptances and other communications provided for in this Asset Purchase Contract and Receipt shall be deemed delivered if sent in writing and delivered either personally or by certified mail to each Party at such address as may be provided herein.

**EXHIBIT "A"**

**ASSET LIST**

- 1. Web site EMSYSTEMSINC.COM**
- 2. Server with 11 work stations, 2 printers**
- 3. Assume lease for Lanier wide format plotter.**
- 4. Assume lease for Ricoh copy/fax machine.**
- 5. Warehouse shelving, Ladders, lift and dock plate.**
- 6. Comdial Phone System 14 Phones**
- 7. Office furniture consisting of**
  - 10- Desk's**
  - 30- Chairs**
  - 12- Tables**
  - 17- File Cabinets**
  - 10- Book Shelves**
  - 1- Toaster Oven**
  - 1- Microwave oven**
  - 5- Calculators**

**EXHIBIT "B"**

**LEASE**

**BILL OF SALE**

**State of New Jersey  
County of Gloucester**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**THAT EMS ENGINEERED MECHANICAL SYSTEMS INC.**, a New Jersey corporation (herein referred to as "Seller"), whose address is 602 Ryan Ave. Building T3, Westville, Nj. 08093 in consideration of the payment of the sum of **THIRTY THOUSAND DOLLARS (\$ 30,000.00)**, receipt of payment acknowledged, do hereby sell and transfer to **EMS SUPPLY LLC.**, a New Jersey Liability Company (herein referred to as "Buyer"), whose address is 602 Ryan Avenue, Building T3, Westville, New Jersey, 08093, and its successors and assigns the assets described in Exhibit "A," of Business known as, .

Seller warrants that Seller is lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller, its successors and assigns, to warrant and defend the title to all of the described property to the Buyer, its successors and assigns, forever against every person lawfully claiming the described property or any part of it.

This Bill of Sale shall be effective as to the transfer of all property listed in it as of 20<sup>th</sup>. of December, 2010.

IN WITNESS WHEREOF, this Bill of Sale is executed on 20<sup>th</sup>. of December, 2010.

**SELLER: EMS ENGINEERED MECHANICAL SYSTEMS INC.**

Address: 602 Ryan Ave. Building T3  
Westville, Nj. 08093

By: \_\_\_\_\_

President

WITNESS: \_\_\_\_\_

Witness' Signature

\_\_\_\_\_  
Witness' Typed or Printed Name

38. **FACSIMILE COPY:** A facsimile copy of this Asset Purchase Contract and any signatures affixed hereto shall be considered for all purposes as originals.

**DATED and RECEIVED THIS 20<sup>th</sup>. day of December, 2010.**

**BUYER: EMS SUPPLY LLC**

By: Christine S. Pius  
Operating Manager

**SELLER'S ACCEPTANCE**

I accept the foregoing offer and agree to sell the above-described Business and assets on the terms and conditions of the foregoing Contract. Seller acknowledges receipt of a true copy of this document.

**DATED and ACCEPTED** on this 20th day of December, 2010.

**SELLER: EMS ENGINEERED MECHANICAL  
SYSTEMS INC.**

By: [Signature]  
President



ACKNOWLEDGMENT

State of New Jersey

County of GLoucester

Before me, the undersigned authority, on this day appeared CARISTINE S. FAZES  
[names of seller], known to me to be the person whose name is subscribed to the foregoing instrument, and  
acknowledged to me that he/she/they executed the instrument for the purposes and consideration expressed  
in the instrument.

Given under my hand and seal of office on DECEMBER 20 [date]. 2010

Kathleen M. Pedicone  
Notary's Signature  
KATHLEEN M PEDICONE  
Notary's Typed Name

NOTARY PUBLIC

My commission expires: 8-10-2015

Kathleen M Pedicone  
Notary Public  
State of New Jersey  
My Comm. Exp. 8-10-2015

ACKNOWLEDGMENT

State of New Jersey

County of GLoucester

Before me, the undersigned authority, on this day appeared VINCENT M FARES  
[names of seller], known to me to be the person whose name is subscribed to the foregoing instrument, and  
acknowledged to me that he/she/they executed the instrument for the purposes and consideration expressed  
in the instrument.

Given under my hand and seal of office on DECEMBER 2 [date]. 2010

Kathleen M. Pedicone  
Notary's Signature  
KATHLEEN M. PEDICONE  
Notary's Typed Name

NOTARY PUBLIC

My commission expires: 8-10-2015

Kathleen M. Pedicone  
Notary Public  
State of New Jersey  
Comm Exp. 8-10-2015

EMS ENGINEERED MECHANICAL SYSTEMS INC.

**Invoice**

PO. BOX 48

WESTVILLE, NJ. 08093

DATE	INVOICE #
12/17/2010	17476

BILL TO	SHIP TO
EMS SUPPLY LLC 602 RYAN AVE. BLDG. T3 WESTVILLE, NJ. 08093	EMS SUPPLY LLC 602 RYAN AVE. BLDG. T3 WESTVILLE, NJ 08093

P.O. NO.		TERMS	DUE DATE	REP	SHIP DATE	SHIP VIA	FOB	JOB NAME	
1371		Net 30	1/16/2011	VMF	12/17/2010	BEST W...		BUSINESS ASSETS	
ITEM	DESCRIPTION				QTY		RATE		AMOUNT
AirDevices	BUSINESS ASSETS FOR ENGINEERED MECHANICAL SYSTEMS						30,000.00		30,000.00T
	Sales Tax						7.00%		2,100.00
Please remit to above address.						Total \$32,100.00			

A FINANCE CHARGE OF 1 1/2% PER MONTH(WHICH IS AN 18% ANNUAL RATE)  
WILL BE ADDED TO ALL BALANCES OVER 30 DAYS

Phone #	Fax #	E-mail	Web Site
856-879-2627	856-879-2634	VINCE@EMSYSTEMSINC.COM	EMSYSTEMSINC.COM

Document Page 52 of 54  
United States Bankruptcy Court  
District of New Jersey

IN RE:

Case No. \_\_\_\_\_

EMS Engineered Mechanical Systems, Inc.

Chapter 7

Debtor(s)

**VERIFICATION OF CREDITOR MATRIX**

The above named debtor(s) hereby verify(ies) that the attached matrix listing creditors is true to the best of my(our) knowledge.

Date: August 3, 2011

Signature: /s/ Vincent M. Fares

Vincent M. Fares, President

Debtor

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Joint Debtor, if any

Bank of America  
NCI-001-07-06  
101 North Tryon St.  
Charlotte, NC 28255

Bank of America  
PO Box 15184  
Wilmington, DE 19850

Citibank  
PO Box 6235  
Sioux Falls, SD 57117

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19114

NJ Div Of Taxation-Bankruptcy Unit  
50 Barrack Street, 9th Floor  
PO Box 245  
Trenton, NJ 08695

Nova Bank  
1235 Westlakes Drive  
Berwyn, PA 19312

PNC Bank  
PS-PCLC-02K  
2730 Liberty Ave.  
Pittsburgh, PA 15222

PNC Bank  
PO Box 3429  
Pittsburgh, PA 15230

State Of New Jersey-Dept Of Labor  
Division Of Employer Accounts  
PO Box 379  
Trenton, NJ 08625

Sterling HVAC  
125 North Elm Street  
Westfield, MA 01085

United States Of America  
Internal Revenue Service  
955 S. Springfield Avenue, Bldg A  
Springfield, NJ 07081

Vincent M. Fares  
3704 Aberdeen Lane  
Blackwood, NJ 08012

Wells Fargo Bank, N.A.  
MAC D4004-03A  
PO Box 12715  
Winston-Salem, NC 27102

Worldwide Express  
2828 Routh Street, Ste 400  
Dallas, TX 75201